

**BEFORE THE STATE BOARD OF MEDIATION  
STATE OF MISSOURI**

SHEET METAL WORKERS INTERNATIONAL	)	
ASSOCIATION LOCAL NO. 2,	)	
	)	
Petitioner,	)	
	)	
vs.	)	Public Case No. 83-001
	)	
CENTRAL MISSOURI STATE UNIVERSITY,	)	
	)	
Respondent.	)	

**JURISDICTIONAL STATEMENT**

This case appears before the State Board of Mediation upon the Sheet Metal Workers International Association, Local No. 2, filing a petition for certification as public employee representative of certain employees of Central Missouri State University. On May 25, 1983 a hearing was held in Kansas City, Missouri, at which representatives of the Petitioner and Respondent were present. The case was heard by State Board of Mediation Chairman Mary L. Gant, Employer Member Herbert Shaw, and Employee Member Charles Yaeger. The State Board of Mediation is authorized to hear and decide issues concerning appropriate bargaining unit determinations by Section 105.525, RSMo 1978.

At the hearing the parties were given full opportunity to present evidence and cross examine opposing witnesses. The Board, after a careful review of the evidence, sets forth the following Findings of Fact and Conclusions of Law.

**FINDINGS OF FACT**

Central Missouri State University is a public university located in Warrensburg, about sixty miles southeast of Kansas City. The university is an institution of about 9,200 students, with an employee workforce of approximately 1,000. Physically, the

campus is compactly placed within area of roughly six square blocks. The university employs approximately 175 service employees who perform the non-professional, non-management and non-clerical duties involved with the physical functioning of the university.

The job classifications and duties of these service employees are as follows:

Airport Personnel: Two employees involved with grounds and general maintenance work and one mechanic that maintains university aircraft.

Auto Mechanics: Four mechanics assigned to the university garage for maintenance of university motor vehicles. The university garage is located within the physical plant building.

Campus Custodial Personnel: Fifty-nine employees serve in this capacity and are assigned to various campus buildings to do basic janitorial work.

Carpenters: Ten carpenters based at the physical plant building.

Electricians: Four electricians based at the physical plant.

Equipment Room Attendant: One employee assigned to the physical education and athletic area to take care of checkout and check-in of equipment.

Equipment Serviceman: One employee assigned to the university union to maintain the equipment in the bowling alley.

Firemen: Six employees assigned to the university heating plant and are responsible for the operation of the university's steam heating and air conditioning plant.

Grounds: Thirteen employees charged with general grounds work including grass cutting, maintenance of the exterior of facilities and athletic field maintenance.

Heating and Air Conditioning: Nine employees work at maintaining university heating and air conditioning facilities in university owned and operated buildings.

Heavy Equipment: Two employees operated the university's heavy equipment such as road graders and caterpillars for grounds work.

Locksmiths: Two locksmiths are employed full-time to service thousands of doors in residence halls and main campus buildings.

Machinist: One assigned to physical plant with duties that include general repair work and manufacturing necessary parts needed throughout the university, especially in support of the garage.

Mail: Three employees assigned to handling and delivery of O.S. and campus mail.

Masons: Two masons to provide necessary masonry construction work.

Painters: Six painters employed.

Plumbers: Seven plumbers employed.

Print Shop: Seven employees operate the university print shop.

Residential Life Custodian: Thirty-seven employees charged with janitorial duties within the university's residence halls.

Seamstresses: Two employees involved in drapery construction and related activities.

Service Attendant: One employee charged with receiving university cars as they come into the garage and preparing the vehicles for future use.

Sign Painter: One employee is assigned this responsibility.

Stockroom Clerk: Three employees are assigned to the university warehouse, located in the physical plant building to perform basic stock work.

Truck Drivers: Three employees drive trucks one for the laundry, one for grounds, and one for the warehouse.

Upholsterer: One full-time upholster is employed by the university.

Welder: One welder employed to perform various types of welding construction.

Maintenance: One employee charged with general maintenance.

The above service employees all operate under the exact same policies, terms and conditions of employment as contained in a common personnel manual. This includes sharing of common insurance coverage; retirement plan, holiday plan, vacation plan, sick leave policy, absenteeism policy, and probationary period. All of the service employees are paid hourly with most receiving annual compensation in the ten to twelve thousand dollar range.

Service employees often work side by side with other service employees of different skills. In addition, it is not uncommon for service employees to be assigned to

another service job area such as plumbers assigned temporarily to ground work or custodians assigned to painting.

Historically, the service employees were administratively grouped as physical plant. The last Board certification, in 1975, found the appropriate bargaining unit to include all of these service employees.

### **CONCLUSIONS OF LAW**

The Sheet Metal Workers International Association, Local No. 2, has petitioned to be certified as public employee representative of a bargaining unit of "craft" employees within Central Missouri State University. The Respondent contends that the appropriate unit in this case should include all service employees campus wide. The parties have stipulated that employees with titles of Grounds Department Supervisor, Paint Shop, Mason Shop, Carpenter Shop, Carpet Layers Supervisor; Garage Department Supervisor; Electrical Department Supervisor; H.V.A.C. Department Supervisor; Plumbing Department Supervisor; Special Projects Foreman; Maintenance Foreman; Grounds Foreman should be excluded from the bargaining unit as supervisors. The issue before the Board is whether the unit petitioned for is appropriate.

An appropriate unit is defined by Section 105.500(1), RSMo 1978, as:

"a unit of employees at any plant or installation or in a craft or in a function of a public body which establishes a clear and identifiable community of interest among the employees concerned."

The Board has adopted a number of factors in determining whether employees have a community of interest. Service Employees, Local No. 96, AFL-CIO, vs. Blue Springs, Public Case No. 79-031 (SBM 1979). The factors applicable here include: similarity in employment benefits and other terms and conditions of employment; frequency of contact and interchange; geographic proximity; history of collective bargaining; similarity of work performed.

The service employees enumerated in the statement of facts share identical benefits and are all hourly employees with most receiving annual compensation of between ten and twelve thousand dollars. There is a great deal of contact between these service employees in the confines of this small campus. Interchange is not uncommon. Historically, the unit Respondent requests is identical to that this Board has found to be an appropriate unit in the past. Work performed by these service employees is similar in that it is all manual labor. While there are varying degrees of skill required, all of these employees must perform physical tasks.

In addition to the factors cited the Board is also concerned with overfragmentation of a bargaining unit. It is the position of the Board that employees who possess skill and duties not shared by other employees will require separate representation only when it is necessary to protect their right to effective bargaining. Service Employees, Local 50 vs. Springfield, Public Case No. 70-013 (SBM 1979). We see no danger to effective bargaining by including all these service employees in one unit. Indeed, separating these service employees into lesser units would achieve no purpose except to lessen their strength at the bargaining table. Therefore, we join all the service employees into one bargaining unit.

### **DECISION**

It is the decision of the State Board of Mediation that an appropriate unit of employees is as follows:

"All service employees of Central Missouri State University; excluding: supervisors, and all other employees of Central Missouri State University."

### **DIRECTION OF ELECTION**

An election by secret ballot shall be conducted by the Chairman of the State Board of Mediation among the employees in the unit found appropriate, as early as

possible, but not later than sixty (60) days from the date below. The exact time and place will be set forth in the notice of election to be issued subsequently, subject to the Board's rules and regulations. Eligible to vote are those in the unit who were employed during the payroll period immediately preceding the date below, including employees who did not work during that period because of vacation or illness. Ineligible to vote are those employees who quit or were discharged for cause since the designated payroll period and who have not been rehired or reinstated before the election date. Those eligible to vote shall vote whether or not they desire to be represented for the purpose of exclusive recognition by Petitioner, Sheet Metal Workers International Association Local No. 2.

It is hereby ordered that the Respondent shall submit to the Chairman of the State Board of Mediation, as well as to the Petitioner, within fourteen (14) days from the date of receipt of this decision, an alphabetical list of the names and addresses of employees in the unit determined above to be appropriate who were employed during the designated payroll period.

Signed this 11th day of July, 1983.

STATE BOARD OF MEDIATION

(S E A L)

/s/ Mary L. Gant  
Mary L. Gant, Chairman

/s/ Herbert Shaw  
Herbert Shaw, Employer Member

/s/ Charles Yaeger  
Charles Yaeger, Employee Member